

Thursday, June 05, 2008

IN THE UNITED STATES DISTRICT COURT

FOR THE DISTRICT OF DELAWARE

MOTION A LEGAL MATTER FOR EMERGENCY HEARING TO SETTLE LEGAL MATTER

1:06-cv-00548-GMS D'Alessandro et al v. Progressive Northern Insurance Company

Gregory M. Sleet, presiding

Date filed: 09/01/2006

Date of last filing: 10/18/2007

Parties

D'Alessandro, Joseph L. (pty)

D'Alessandro, Olga (pty)

Joseph L. D'Alessandro

Joseph L. D'Alessandro, Pro se

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(302) 945-1554

Added: 09/01/2006

(Plaintiff)

PRO SE

Olga D'Alessandro

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Added: 09/01/2006

TERMINATED: 11/15/2006

(Plaintiff)

PRO SE

Progressive Northern Insurance Company

a foreign corporation

Added: 09/01/2006

(Defendant) represented by

Michael I. Silverman

Silverman & McDonald

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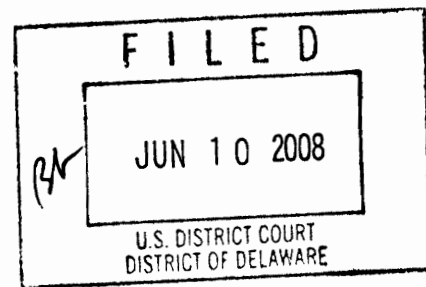
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Assigned: 10/24/2006

LEAD ATTORNEY



[I] Preface:

Optional Coverage Which my Husband took per Delaware's Insurance Commissioner Matthew Denn

Delaware Law.

Uninsured motorist coverage pays if you incur losses from a driver who does not have auto insurance or a hit-and-run driver. This coverage, when in effect, takes the place of the insurance that the other driver should have had but did not. The coverage comes at an automatic \$250 deductible for property damage, regardless of the deductible you may have on your other coverage.

Uninsured motorist coverage will have policy limits. It does not protect the other driver. Your insurance company may sue the other driver for any money the company pays to you because of the other driver's negligence. You must have made a police report about the accident in order to make a claim under an uninsured motorist policy.

[II]

Honorable Gregory M. Sleet,

My name is Olga D'Alessandro and I am the injured party in this situation. I am asking you to please put closure to this action.

Let me explain what happened in my own words:

Delaware State Police investigated the accident and have the accident report in the Lewes, Delaware State Police Barracks.

We were stopped at a red light on Route 24 between Millsboro, Delaware and Lewes, Delaware.

The uninsured motorist slammed into the back of our car, which pushed our car clearly across the intersection and we ended up on the other side of the intersection on the side of the road.

My husband and I were lucky that there was no traffic coming across Route 24 at the time of the accident, because if there would have been, we would have been hit broadside and one of us could have been killed.

I would like to know why we are the ones that are being denied the insurance claim, when we are the ones that had abided by the Laws of the State of Delaware and had been legally insured, and yet the other person driving was not insured and was not abiding according to the Laws of the State of Delaware.

Would the insurance company {Progressive} rather pay for the death of a person, or would it be more feasible for them to pay for personal injuries that did not result in death of the person riding in the insured motor vehicle.

I, yes, had injuries to my back prior to this accident. That does not neglect the insurance company from complying with its insurance contract with us, the insured. The accident severely reinjured my injuries. I had and still have two fractured vertebrae in my upper back, that I was pampering in hopes that they would mend.

The accident caused a severe jolt to my back and neck, which in turn caused the fractures to get worse, and the recurrence of the injuries caused severe nerve inflammation which radiated around my chest and even caused severe pain in my sternum. Prior to the accident, I did not have pain in my sternum. I went to the hospital 5 times in the short course of 4 months because of the pain in my chest and back. I was told it was because of the fractures in my back and that nothing could be done physically about the pain.

I was prescribed various medications including oxycontin, but I was afraid of becoming addicted to the medication, so I continued to go back to the emergency room for relief, but none was found.

Also, the forward thrust of the car hitting our car, caused me to push my feet toward the front of the car and this in turn caused screws, that a surgeon had placed into plates into my ankle when I had broken my ankle a few years earlier, to protrude out just under the skin of my ankle. This also is very noticeable now when I am not wearing pants.

I still am coping with the pain. I have now, not just two fractures but compression fractures of the two vertebrae in my upper back. I was even sent to the mental health facility in Dover called Saint John's because it was thought that I might try to end my pain by taking my own life. I was in the facility for 36 hours for evaluation. Believe me, I would not end my life. I have a beautiful family that I want to stay around.

For Progressive to make the statement that I am not entitled to more than \$900.00 from the insurance company because I had a previous injury is totally ludicrous. I suffered unnecessarily because of an uninsured driver and we had purchased the Uninsured Driver's Policy Contract in good faith from what we thought was a reputable insurance Company. Evidently, they do not stand by their Contract or their commitments.

I am asking you, Your Honor, to bring closure to this case and award me what we had agreed to in the Contract that the Insurance Company had made in a commitment with us.

Why should anyone purchase insurance from a Company that will not uphold its contract with the purchaser. This is fraud, and false advertising. People that live according to the Laws of the State should be protected and admonished because they are trying to live as law abiding citizens. Doesn't this count for anything anymore.

I am still under medication to help me deal with the severe pain, that also causes me to have trouble breathing.

I am taking the following medications to help me deal with the pain, and the excessive nerve damage:

- [1] Carisoprodol [generic for Soma] 350 mg tablet---this helps with the skeletal and muscular damage in my upper back and neck
- [2] Cymbalta 60 mg-----helps with depression and with pain associated with my injuries.
- [3] Requip 1 mg-----helps with nerve damage in my ankles that causes tingling feeling in my feet caused by the screws that have caused nerve damage in my ankles with radiates down into my feet.
- [4] Buspirone HCL 10 mg-----This helps with anxiety that is caused by the severe pain in back and with the problems with breathing.

I was prescribed Carisoprodol and Requip by Doctor Adili-Khams, Millsboro Medical Center in Millsboro, Delaware----my main family physician. Phone Number is 302-945-8304.

I was prescribed Cymbalta and Buspirone by Doctor Duane Shubert and Pr. Kimberly Gerardi of the Sussex Community Mental Health Center, 546 Bedford Street, Georgetown, De. 19947
Phone number is 302-856-5490.

I must admit that when the insurance company told me that I was only worth \$900.00 for my injuries, I was devastated. They have not experienced the pain that I have had to endure. They have not had to endure the difficulty with my breathing. They have not had to endure the constant tingling in the feet. Try falling asleep with your feet tingling all the time. It is not a pleasant experience. They have not had to endure the anxiety of my medical problems which in turn has interfered with my family life and my relationship with my family and especially my husband. How can they judge what my pain and injuries are worth unless they experience them themselves.

I would like to know what happened to the man that ran into us, who did not have insurance and was driving a car. Did he just get a slap on the wrist and pay a fine, without any regards to the person whom he had injured. This is a question that has been in the back of my mind since the time of the accident. This UNINSURED DRIVER had lied to the STATE POLICE and to my HUSBAND at the scene of the

ACCIDENT and handed over an INSURANCE CARD that was not in effect. Shouldn't this be known as perjury to a Law Official. We did not know that the insurance card was null and void until we contacted the insurance company on that card. The man had purchased the insurance when he registered his vehicle, but then once his vehicle was registered he dropped it and paid no more on the insurance. Doesn't this count for anything under the law in the State of Delaware?

Thank you for your time and courtesy for reading this letter from me.

Sincerely yours,

**Olga D'Alessandro
23136 Prince George Drive
Lewes, Delaware**

copy to:

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Assigned: 10/24/2006
LEAD ATTORNEY**

Olga D'Alessandro

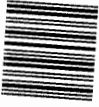
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